

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 20	
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE07-03-C-L127		<b>3. Effective Date</b> 2003NOV06		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-ABGB DOUG SCHROEDER (586)574-8072 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> SCHROEDD@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE 230 SOUTH DEARBORN STREET, ROOM 380 CHICAGO, IL 60605-1595		<b>Code</b> N62880	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b>  EASTERN MICHIGAN UNIVERSITY OFFICE OF DEVELOPMENT STARKWEATHER HALL, 2ND FLOOR YPSILANTI, MI. 48197-2292   TYPE BUSINESS: Other Educational				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 3C989		<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS-SL-EC 4300 GOODFELLOW BLVD, BLD 110 PO BOX 200009 ST. LOUIS, MO 63120-0009		<b>Code</b> HQ0304	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 32040000036D7675P622601255Y S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost Contract		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				KIND OF CONTRACT: Research and Development Contracts Service Contracts			
<b>15G. Total Amount Of Contract</b>						\$824,634.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	14
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	20
X	D	Packaging and Marking	7	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	8		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	9				
X	G	Contract Administration Data	10		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	11		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2003NOV06	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L127 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 20
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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see [www.gsie.army.mil](http://www.gsie.army.mil)

[End of Notice]

Name of Offeror or Contractor: EASTERN MICHIGAN UNIVERSITY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div>SERVICES LINE ITEM</div> <div>NOUN: ADV COATING RES-ANTI CORROSIO PRON: E132C481EH PRON AMD: 01 ACRN: AA AMS CD: 622601T2711</div> <div>Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C "Scope of Work".</div> <div>Total Estimated Cost: \$824,634</div> <div>(End of narrative B002)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 0 30-DEC-2004</div> <div>\$ 824,634.00</div>				\$ 824,634.00
0002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Technical Data as described in DD Form 1423 Contract Data Requirements List</div> <div>(End of narrative B002)</div>				

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- B.1      Estimated Cost and Payment
- B.1.1      The estimated cost for performance of the work required under this contract is set forth in CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.
- B.1.2      Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.
- B.2      Payment
- The contractor may submit public vouchers twice monthly for payment under this contract. The Paying Office shall disburse funds in accordance with paragraph G.1 of this contract entitled "Special Paying Instructions - Pay Oldest Money First (MAR2000)".
- B.3      Funds Obligated.    The amount of funds currently obligated to this contract is \$824,634.00.

\*\*\* END OF NARRATIVE B 001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

SCOPE OF WORK

1. The contractor shall research and develop the use of nano materials in hybrid Chemical Agent Resistant Coatings (CARC). Design and conduct model reactions, evaluate film properties, formulate pigmented anticorrosive coatings, and evaluate anti corrosion properties.

1.1 The contractor shall deliver an action Plan to the Government COR 90 days after award which will consist of the following:

- design and conduct model reactions
- evaluate film properties
- formulate pigmented anticorrosive coatings
- evaluate anti-corrosion properties

1.2 The contractor shall hold an in process review (IPR) at the contractor facility not later than seven months after award. The IPR will include a presentation of accomplishments against the action plan and a detailed discussion of any variances from the schedule.

1.3 The contractor shall deliver a detailed description of hybrid CARC coatings technology based on nanoscale materials, evaluate the hybrid CARC coatings for its corrosion resistant properties as well as chemical and mechanical properties. Compare with current coatings systems to assess improvements in corrosion control with a goal of a 25% improvement as measured by SAE J2334 over the current coating system as defined by Mil-C-53072.

2. The contractor shall develop a model anti-bacterial agent containing clear and pigmented polyurethanes coatings for use on steel and aluminum surfaces. Evaluate the antimicrobial activities toward selected microorganisms. Study the influence of environmental and service factors such as UV, sterilizing conditions and agents, temperature, humidity, cleaning agent and washing on coatings' antimicrobial activities.

2.1 The contractor shall deliver an action Plan to the Government COR 90 days after award which will consist of the following:

- design and conduct model Coatings
- evaluate film properties
- test antimicrobial activities
- evaluate anti-bacterial activities

2.2 The contractor shall hold an in process review (IPR) at the contractor facility not later than seven months after award. The IPR will include a presentation of accomplishments against the action plan and a detailed discussion of any variances from the schedule.

2.3 The contractor shall deliver a detailed description of model antibacterial clear and pigmented polyurethane coatings technology for use over steel and/or aluminum substrates. The contractor shall evaluate the antibacterial clear and pigmented coatings for antimicrobial activity as well as service factors (UV, sterilizing conditions and agents, temperature, humidity, cleaning agents, water washing, etc.) on coatings antimicrobial activities and compare the performance with the conventional polyurethane coatings in use by the Army. Compare current coatings system per SAE J2334 to assure that coating systems with enhanced antibacterial capability cause no degradation in coating system performance as defined in Mil-C-53072.

3. The contractor shall develop a broadly applicable platform for producing improved, environmentally friendly anticorrosion coatings. The resultant coatings should have adjustable formulation options which are targeted at specific applications. The platform should include emerging technologies such as microemulsions and nanoparticle synthesis.

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3.1 The contractor shall deliver an action Plan to the Government COR 90 days after award which will consist of the following:

- formulation of polyurethane coatings from reverse microemulsions (RM)
- anticorrosive nanopigment precipitation
- porous pigments
- catalytic nanoparticles for WMD self-decontamination
- coating and performance evaluation

3.2 The contractor shall hold an in process review (IPR) at the contractor facility not later than seven months after award. The IPR will include a presentation of accomplishments against the action plan and a detailed discussion of any variances from the schedule.

3.3 The contractor shall deliver a detailed description of a broad coatings technology platform based upon polymerizable microemulsions and nanoparticle synthesis technology. The contractor shall evaluate antimicrobial activity to include the effect of service factors (UV, sterilizing conditions and agents, temperature, humidity, cleaning agents, water washing, etc.) The comparison of the performance of corrosion resistance and antimicrobial properties for conventional polyurethane coatings to the performance of coatings based on polymerized microemulsions and nanoparticles will be made to assess the degree of performance improvement with a goal of 25% as measured by SAE J2334 over the current coating system as defined by Mil-C-53072.

4. The contractor shall design and develop an organic coating system that changes or eliminates the steps currently required for processes such as multi-step phosphatizing, without compromising the corrosion resistance of the coating system.

4.1 The contractor shall deliver an action Plan to the Government COR 90 days after award which will consist of the following:

- development of synthetic method for acid-phosphate functional Polyols
- formulation of coating compositions and curing of films
- testing and evaluation of film properties
- comparison of performance - conventional v/s developed systems

4.2 The contractor shall hold an in process review (IPR) at the contractor facility not later than seven months after award. The IPR will include a presentation of accomplishments against the action plan and a detailed discussion of any variances from the schedule.

4.3 The contractor shall deliver a detailed description of an organic self-phosphating coating technology based on two families of epoxy resins. The contractor shall evaluate the corrosion resistance properties of these coatings and comparison with conventional coatings on pretreated and untreated steel to gauge improvement with a goal of 25% as measured by SAE J2334 over the current coating system as defined by Mil-C-53072.

5. The contractor shall develop techniques for detecting and measuring corrosion on metal surfaces using both AC and DC electrochemical testing of bare and coated steel. Determine if these techniques can be used to screen surface pretreatments prior to painting. Conduct accelerated and field testing.

5.1 The contractor shall deliver an action Plan to the Government COR 90 days after award which will consist of the following:

- A performance basis for paint suppliers and formulators to choose ingredients
- A performance basis for suppliers of raw materials for coatings to choose the compositions going into their materials
- A performance based protocol for maximizing the performance of existing coatings by choosing better ingredients
- Rapid performance based screening tools for determining the likely relative performance for candidate paints
- Techniques for isolating the mechanisms for coating failures

5.2 The contractor shall hold an in process review (IPR) at the contractor facility not later than seven months after award. The IPR will include a presentation of accomplishments against the action plan and a detailed discussion of any variances from the schedule.

5.3 The contractor shall deliver a detailed description of DC electrochemical techniques to test pretreatments for their propensity to promote corrosion. The contractor shall deliver a detailed description of AC electrochemical techniques to assess progress corrosion on coated steel substrates. The contractor shall correlate AC and DC electrochemical measurements on model waterborne coatings and three Army coatings to assess the relative performance of these coating systems. Based on performance results the contractor shall propose protocols for use of AC and DC electrochemical measurements for predicting field performance of coated steel to eliminate causes of early failure.

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SECTION D - PACKAGING AND MARKING

D.1. PACKAGING AND PACKING

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 MARKING

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

\*\*\* END OF NARRATIVE D 001 \*\*\*

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (ALTERNATE I (APR 1984))	APR/1984
E-2	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994

The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

E.1 FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all contract deliverables submitted in accordance with the terms of this contract will be made at Destination by the Contracting Officer or his duly appointed Technical Representative.

\*\*\* END OF NARRATIVE E 001 \*\*\*



SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F.1	Summary of Deliverables		
F.1.1	First quarterly progress and status report within two weeks after the conclusion of the reporting period.		
F.1.2	In Process Review to be held at the contractor's facility seven months after award.		
F.1.3	Final Scientific and Technical Report due during the 13th month after start of work.		

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG						JOB			
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION			ORDER	ACCOUNTING	OBLIGATED		
							NUMBER	STATION			AMOUNT
0001AA	E132C481EH	AA	2	21	32040000036D7675P622601255Y	S20113	32C481	W56HZV	\$		824,634.00
	622601T2711										
								TOTAL	\$		824,634.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21	32040000036D7675P622601255Y	S20113		W56HZV	\$ <u>824,634.00</u>
						TOTAL	\$ 824,634.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016      COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: I. Carl Handsy  
e-mail: HandsyI@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Andrew H. Cole  
e-mail: ColeA@onr.navy.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-5	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-12	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

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(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

H-13	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
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(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-14	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
  
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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H-16                    252.204-7000   DISCLOSURE OF INFORMATION (DEC1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless-

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(d) DOD recognizes the importance of allowing the publication and public representation of unclassified contracted fundamental research results therefore, permission to publish such research results will not be unreasonably withheld.

H-17                    Subcontractiing Plan

The Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns and Women-Owned Business Concerns, dated October 31, 2003, has been approved by the Contracting Officer and is hereby incorporated into the contract by reference.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-18	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-19	52.216-11	COST CONTRACT--NO FEE (ALTERNATE I (1984 APR))	APR/1984
I-20	52.216-15	PREDETERMINED INDIRECT COST RATES	APR/1998
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-36	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-38	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-42	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-20	LIMITATION OF COST	APR/1984
I-47	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-48	52.232-25	PROMPT PAYMENT	FEB/2002
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-50	52.233-1	DISPUTES	JUL/2002

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I-51	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-52	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-58	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-62	52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)	SEP/1996
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-71	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-76	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-77	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-79	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-80	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-81	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-82	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-83	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-84	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000

I-85      52.222-2      PAYMENT FOR OVERTIME PREMIUMS      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-86      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-87      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-88      252.204-7004      REQUIRED CENTRAL CONTRACTOR REGISTRATION      NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the



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Contracting Officer to verify that the offeror is registered in the CCR database.

- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-89                    252.225-7015            PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-90                    252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA                    MAY/2002

- (a) Definitions. As used in this clause--
  - (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
  - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
    - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
  - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)
  - (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or

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(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-91	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 20
	PIIN/SIIN DAAE07-03-C-L127	MOD/AMD	

Name of Offeror or Contractor: EASTERN MICHIGAN UNIVERSITY

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) 1423			

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for retrieving instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM.....:  
B. EXHIBIT.....: A E. CONTRACT NO.....: DAAE07-03-C-L127  
C. CATEGORY.....: Anti corrosion Program F. CONTRACTOR.....: Eastern Michigan University

1. DATA ITEM NO.....: A001  
2. TITLE OF DATA ITEM....: Contractor's Progress, Status, and Management Report  
3. SUBTITLE.....: Quarterly Progress Reports

4. AUTHORITY.....: DI-MGMT-80227(T)  
5. CONTRACT REFERENCES...: Scope of Work (SOW), Section C.  
6. REQUIRING OFFICE.....: AMSTA-TR-E 9. DIST. STATEMENT REQUIRED:

12. DATE OF FIRST SUB:  
See Block 16

7. DD250 REQ.....: No  
8. APP CODE.....:

10. FREQUENCY: See Block 16  
11. AS OF DATE:

13. DATE of SUBS. SUB:  
See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT	FINAL
I. Carl Handsy, Contracting Officer's Representative (COR), E-mail:	HandsyI@tacom.army.mil			1
Doug Schroeder, Contract Specialist, E-mail:	schroedd@tacom.army.mil			1
Andrew H. Cole, Administrative Contracting Officer, E-mail:	ColeA@onr.navy.mil			1
15. TOTAL:				1 *

\* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Messrs. Handsy's, Schroeder's, and Cole's e-mail addresses.

16. REMARKS: The Contractor shall deliver a report every quarter , starting (120) days after the contract award date, in accordance with (IAW) Data Item Description (DID) DI-MGMT\_80227(T) (Contractor's Progress, Status, and Management Report). Submit reports electronically, in the Contractor's format. The files shall be MS Windows 95/MS Office 97 Professional software compatible. If electronic mail is not workable, other acceptable methods of delivery are as follows: file transfer protocol, 3.5 HD floppy disk, CD ROM, or IOMEGA Zip Disk. The COR is responsible for accepting or rejecting the Contractor's Progress, Status, and Management Reports. See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report. Note Tailoring: Delete paragraphs 10.3g, k, and l from DID DI-MGMT-80227.

<http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8>

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

```
1. DATA ITEM NO.....: A002
2. TITLE OF DATA ITEM...: Scientific and Technical Report
3. SUBTITLE.....: Final Technical Report
```

4. AUTHORITY.....: DI-MISC-80711A(T)  
5. CONTRACT REFERENCES...: Scope of Work (SOW), Section C.

6. REQUIRING OFFICE.....: AMSTA-TR-E

12. DATE OF FIRST SUB:  
See Block 16

```

7.  DD250 REQ.....:  No                10.  FREQUENCY:  See Block 16
8.  APP CODE.....:                      11.  AS OF DATE:

```

13. DATE of SUBS. SUB:  
See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT	FINAL
I. Carl Handsy, Contracting Officer's Representative (COR), E-mail:	HandsyI@tacom.army.mil		1	1
Doug Schroeder, Contract Specialist, E-mail:	schroedd@tacom.army.mil			1
Andrew H. Cole, Administrative Contracting Officer, E-mail:	ColeA@onr.navy.mil			1

15. TOTAL: 1 1 \*

\* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Messrs. Handsys', Schroeder's, and Cole's e-mail addresses.

16. REMARKS: The Contractor shall deliver one (1) draft "Final Technical Report" thirteen (13) months after contract award. The COR shall review the draft report and return it to the Contractor within fourteen (14) days of receipt with comments. The Contractor shall submit one (1) final "Final Technical Report" within fourteen (14) days after receipt of draft comments.

Submit reports electronically, in the Contractor's format. The files shall be MS Windows 95/MS Office 97 Professional software compatible. If electronic mail is not workable, other acceptable methods of delivery are as follows: file transfer protocol, 3.5 HD floppy disk, CD ROM, or IOMEGA Zip Disk. The COR is responsible for accepting or rejecting the draft and final reports. Upon COR acceptance of the final report, the Contractor shall provide a copy of that approved final report, with a completed SF 298 (Report Documentation Page) cover sheet, to DTIC in portable data file (.pdf) format.

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

(a) Approved for public release; distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report. Note Tailoring: Delete paragraph 10.2 from DID DI-MISC-80711A.

<http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4>

You may download the SF 298 from the following internet address:

<http://web1.whs.osd.mil/icdhome/SFEFORMS.HTM>

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: